- 12. Triple C Housing shall make application to the HMFA for funding from the Special Needs Housing Trust Fund. Triple C Housing may apply to other funding sources to offset the cost of purchase, development and administration of the Project.
- 13. The Municipality shall aid Triple C Housing financially in the acquisition of the Project to the extent necessary for the provision of up to six (6) bedrooms, once all other sources have been committed, at the rate of \$35,000 per bedroom, for a total amount not to exceed \$210,000. In this regard the Municipality agrees to review the Project Development and Operating Proformas and Financials to determine actual funding required from the Municipality to complete the Project. The Municipality shall also make available to Triple C Housing the Municipality's employees and full-time professional staff, to the extent they are available, to provide reasonable assistance in an advisory capacity, as needed.
- 14. The financial assistance provided by the Municipality in the preceding paragraph shall only be used to assist in the acquisition of the Project, and shall not be used for other related costs (such as operational expenses, etc.). Triple C Housing acknowledges that it is responsible for obtaining and/or providing funds for such other costs.
- 15. The Deed Restriction executed at the time of closing shall impose a restriction on the use of the property to maintain it as a group home or supportive shared-living housing for the disabled, as licensed and/or regulated by the DHS for and on behalf of the Municipality in satisfaction of a portion of the Municipality's obligation to provide low- and/or very-low income housing for a period of forty-five (45) years from the date of closing. The period of restriction may be

renewed or extended at the option of the parties, under terms mutually acceptable to both.

16. Upon expiration of the period of restriction imposed by the Deed Restriction, including any extensions thereto, Triple C Housing, or the then present owner, shall retain all equity in the home/unit and shall have no further obligation to the Municipality.

Post-closing

- 17. Triple C Housing shall forward, or cause to be forwarded, the original Second Repayment Note, the recorded Second Repayment Mortgage, the recorded original Deed Restriction, and copies of the recorded deed and recorded first mortgage (if any), to the Municipality promptly after closing/recording. All instruments that are to be recorded shall be recorded in the office of the Middlesex County Clerk, New Brunswick, New Jersey.
- 18. Triple C Housing shall be responsible for all other necessary post-closing procedures and shall be responsible for payment of all costs and fees associated with closing of title.
- Triple C Housing shall be responsible for and comply with all requirements for an affirmative marketing plan as required by N.J.A.C. 5:97-6.10(c)(1).
- 20. Any Lease or Rental Agreement shall include the following clause in a conspicuous place:

"The Owner's right, title and interest in this property and the use, sale, resale, rental, mortgage, refinance or encumbrance of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an agreement between Triple C Housing, Inc. and the Township of South Brunswick dated Spy. 16, 2010, which has been recorded as part of a Deed Restriction in the Office of the Middlesex County Clerk and which is also on file with the Township of South Brunswick."

21. Triple C Housing, its successors and assigns, shall provide the Municipality with copies of its annual report each year during the Term of this Agreement. Upon request, Triple C Housing shall permit inspection of the site, property, equipment, buildings and other facilities of the Project and also permit examination of its books, contracts, records, documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of Triple C Housing, its successors or assigns. The Municipality's right to conduct such reasonable inspections shall continue so long as Project remains in the Municipality's affordable housing plan.

Violation, Defaults, and Remedies

21. In the event of a threatened breach of any of the terms of this Agreement by

Triple C Housing, the Municipality shall have all remedies provided at law or
equity, including the right to seek injunctive relief or specific performance, it
being recognized by both parties to this Agreement that a breach will cause
irreparable harm to the Municipality, in light of the public policies set forth in the
Fair Housing Act and the obligation for the provision of low and/or very lowincome housing. Upon the occurrence of a breach of any of the terms of the
Agreement by Triple C Housing, the Municipality shall have all remedies
provided at law or equity, including but not limited to foreclosure, acceleration of
all sums due under the Second Repayment Note and Second Repayment
Mortgage, recoupment of any funds from a sale or lease in violation of the
Agreement, injunctive relief to prevent further violation of the Agreement, entry
on the premises, and specific performance.

B06324P-645

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Miscellaneous

- 22. Notice or communication sent by either party to the other shall be by certified mail, return receipt requested, addressed as follows:
 - (a) When sent by Triple C Housing to the Municipality, it shall be addressed to:

Township Manager South Brunswick Township Municipal Building 540 Ridge Road P.O. Box 190 Monmouth Junction, NJ 08852

Or such other address as the Municipality may designate in writing.

(b) When sent by the Municipality to Triple C Housing, it shall be addressed to:

Triple C Housing, Inc. 1 Distribution Way Monmouth Junction, NJ 08852

Or such other address as Triple C Housing may designate in writing.

- 23. Subject to the terms and provisions of this Agreement, Triple C Housing agrees that it will not sell or transfer the Project to any corporation, association or entity, unless such corporation, association or entity qualifies to provide such services pursuant to law. No such transfer may be made without first obtaining the prior written consent of the Municipality. It is agreed and understood that the Municipality has no obligation to consent to such transfer unless and until all obligations to the Municipality under this Agreement are completed to the satisfaction of the Municipality, and unless and until the proposed transferee agrees to assume all of the contractual and other obligations of Triple C Housing as are contained in this Agreement.
- 24. This Agreement, if executed by the parties prior to receipt by the Municipality of Third Round Substantive Certification from COAH, is hereby executed contingent upon receipt of said Certification.

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B06324P-646

- It is the intention of the parties that the provisions of this Agreement are severable 25. so that if any provisions, conditions, covenants or restrictions contained herein shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected and remain fully enforceable. In the event that any provision, condition, covenant or restriction hereof is, at the time of execution of this Agreement, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retroactively to this Agreement, thereby operating to validate the provisions of this Agreement which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this Agreement.
- 26. The parties agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey, and that the laws of the State of New Jersey will apply to any dispute concerning it. The parties choose the Superior Court of New Jersey with venue in Middlesex County as their forum for resolving any dispute concerning this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this had ay of September , 2010.

ATTEST:

TOWNSHIP OF SOUTH BRUNSWICK

By: Frankfanbatese

ATTEST:

TRIPLE C HOUSING, INC.

the Light

Leslie Stivale Executive Director

STATE OF NEW JERSEY:

SS

COUNTY OF MIDDLESEX:

I CERTIFY that on Sept. 16, 2010 BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
 - (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me On Sept, 6, 20/0

An Attorney at Law

In the State of New Jersey

Barbara Witrai, Township Clerk

STATE OF NEW JERSEY:

SS

COUNTY OF MIDDLESEX:

I CERTIFY that on September 2000 Cynthia Light personally came before me and she acknowledged under oath, to my satisfaction, that:

(a) she is the Housing Development Specialist of Triple C Housing, Inc. the corporation named in this document;

(b) she is the attesting witness to the signing of this document by Leslie Stivale, who is the Executive Director;

(c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution;

(d) she knows the proper seal of the Corporation, which was affixed to this document;

(e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me On September 1, 2010

Judeth Carol Snacl Judy Gnad Notary Public

Cynthia Light, Housing Development Specialist

JUDITH C. GNAD NOTARY PUBLIC OF NEW JERSEY My Commission Expires 7/25/2015

22. PRIOR ROUND: COMMUNITY OPTIONS GROUP HOME

AMENDMANET TO AGREEMENTS BETWEEN COMMUNITY OPTIONS ENTERPRISES, INC. AND TOWNSHIP OF SOUTH BRUNSWICK FOR THE PURCHASE, DEVELOPMENT AND ADMINISTRATION OF AFFORDABLE HOUSING

This Amendment to Agreements made this _____day of July, 2014, between Community Options Enterprises Inc. (hereinafter designated as "Community Options") a non-profit corporation of the State of New Jersey, located at 16 Farber Road, Princeton, NJ 08540, and the Township of South Brunswick, a municipal corporation of the State of New Jersey, 540 Ridge Road, Monmouth Junction, New Jersey 08852 (hereinafter designated as the "Municipality").

WHEREAS, the parties entered into two separate agreements dated January 7, 2009 and September 23, 2010, for the purchase, development and administration of a group home program for persons with developmental disabilities, as licensed and/or regulated by DHS, for and on behalf of the Municipality in satisfaction of a portion of the Municipality's obligation to provide low-income housing consistent with the terms and conditions set out in the respective agreements (hereafter "Agreements"); and

WHEREAS, paragraphs 3 and 4 of the Agreements require Community Options to purchase, develop and administer single-family homes located at 2 Aldrich Road and 313 New Road respectively in satisfaction of a portion of the Municipality's obligation to provide low-income housing for persons with developmental disabilities (hereafter "Project"); and

WHEREAS, Community Options also owns single-family homes located at 63

Henderson Road and 38 Constable Road, both of which are also operated as group homes for persons with developmental disabilities, as licensed and/or regulated by DHS (hereafter "Additional Homes"); and

WHEREAS, the parties wish to amend the Agreements to indicate that one hundred percent (100%) of the housing units in the Project, and seventy-five percent (75%) of the housing units in the Additional Homes, will be reserved for occupancy by very low income households, as that term is defined pursuant to section 4 of P.L.1985, c.222 (N.J.S.A. 52:27D-304);

NOW THEREFORE it is agreed between the parties as follows:

- The Agreements shall be and are hereby amended to the extent indicated in this
 Amendment to Agreements.
- In its operation of the Project, Community Options shall ensure that one hundred
 percent (100%) of the housing units made available in the Project will be reserved for
 occupancy by very low income households, as that term is defined pursuant to section
 4 of P.L.1985, c.222 (N.J.S.A. 52:27D-304).
- In addition, Community Options shall ensure that seventy-five percent (75%) of the housing units made available in the Additional Homes will be reserved for occupancy by very low income households, as that term is defined pursuant to section 4 of P.L.1985, c.222 (N.J.S.A. 52:27D-304).
- Except as modified herein, all other terms and conditions of the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment to Agreements as of the date set forth above.

ATTEST:	TOWNSHIP OF SOUTH BRUNSWICK		
Barbara Nyitrai, Township Clerk	By: Frank Gambatese, Mayor		
ATTEST:	COMMUNITY OPTIONS ENTERPRISES, INC.		
Dand Sweener, CIE	By:		

STATE OF NEW JERSEY:	
SS COUNTY OF MIDDLESEX:	
before me and she acknowledged under (a) she is the Township Cle corporation named in this document; (b) she is the attesting with the who is the Mayor of the Township of (c) this document was sign its voluntary act duly authorized by a gray (d) she knows the proper sto this document; and	erk of the Township of South Brunswick, the municipal less to the signing of this document by Frank Gambatese
Signed and sworn to before me On, 2014	
Donald J. Sears An Attorney at Law In the State of New Jersey	Barbara Nyitrai, Township Clerk

AT2	TE	OF	NEW	IED	CEV
DIA	IL	O_{Γ}	IND W	JEK	Dr. Y

SS

COUNTY OF MIDDLESEX:

I CE	RTIFY that on July 1, 2014, Robert Stack personally
came before	me and he/she acknowledged under oath, to my satisfaction, that:
(a)	The state of the s
corporation	named in this document;
(b)	he/she is the attesting witness to the signing of this document by
Davids	this document was signed and delivered by the Corporation as its voluntary act
(c)	this document was signed and delivered by the Corporation as its voluntary act
duly authoriz	zed by a proper resolution;
(d)	he/she knows the proper seal of the Corporation, which was affixed to this
document; a	nd
(e)	he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me On July 1, 2014

Department of Community Affairs Council on Affordable Housing Supportive and Special Needs Housing Survey

\ hunicipality ponsor Block 333 Sired iddie se E GroupHame l'actiffy Name: Sation 2: Sources and amount of funding committed Section L. Type of Facility to the project Wie need Group Home Contact emphestion burdes that a Diransitional facility for the homeless (not eligible HMFA Special Needs Housing Trust 8 for erridit as afterdable housing after June 1, 2008) Balenced Housing Trust 8 Residential health care facility (Incensed by NJ Dept. Prosam Farmers Home Administration - Amount S

De Populant fees - Amount S of Community Affact or DHES) Pennanchi supportive bousin? Supportive shared housing Bank finance ! - Amount 5 Prog. im Other - Amount \$... Other - Please Specify _ ... If or proposed projects, pleas, submit a pro to, no Managal conduction as commer fanding of -pheable DAMES LINE THEIR ACCORDS WE Affice to the יות בידיי ון השוניתו ישנ Section 3. For all audicial office that permanent apportune. Segment to permanent apportune housing Foral * of units . it Accing Total a of he from a received for 3 was very focusing me and Very low-it. ox clients/hou, chelds Larger win shall write at 4 of mod alternating and Mouerat .- moonie : ion households s of market-invine units Marketimom, there is though 343. 148 Section 5 1) Total Lynyth of Controls _____ years ber general taccers in hort. . in its gones Etierte e Da'e of Cantrols EXCED COURS CORES CIDES CIDES Lagration Date of Committee ___ _ haer . Wetage Length of State _____ mondia (transmional inter ranchas facility con ! LAT W ... 130/2015 Sudian 7 _ 1 mg/ or ance from Jear Committee of which was time-Is the sub. dy . Kens to TV- Wo Sedena i'n neber to a frester i sein wil Deeps of cood to traction or mortgage and for mortgage mote with died restriction (3, -, o) i minimum. HUD, Filly, P.H.B. I HAC deed restream ext Cony of Capital Application flavory Unit Cold for DelS Cares, Application Laboritz year minimum, no deed : arriction requered) Astronomen The Dis Residenta la jas o unier & Seeded Lina continue was NI Enter Pres WITH DEVELOPMENTE DISCOULTES SURVEY DE SONO Section 19 Arremains: Municing Strate, (chick all that apply) MODDIDANTS DHSS women hist DAMITMALLY, Mary, the Plan approved to, the Courted's vector of Director CERTIFICATIONS prect to gar best in my knowledge and hellef I certify that the Certified by: Date Municipal Housing Linison



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State of New Jersey

Department of Human Services Office of Licensing

LCENSE

COMMUNITY OPTIONS INC

506 Hamburg Turnpike Suite 106 Wayne, NJ 07470 Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability

at

for 3 individuals

38 CONSTABLE ROAD KENDALL PARK, NJ 08824

This License is effective from 09/30/2015 to 09/30/2016

Electron and and and the Commission oppositions oppositions of second solving the commissions.

MIDDLESEX COUNTY CLERK

Return To:

GNERAL LAND POB 327 PLB, NJ, 08536

HARIHARAN REGHUPATHI Index DEED BOOK

Book 06252 Page 0077

No. Pages 00067

Instrument DEED STANDARD

Date: 5/03/2011

Time: 12:26:30

Control # 201105030324

INST#

DE 2011 004522

Employee ID MALTBS

RTF TIERS

RECORDING	\$	50.00	Consideration \$	337,500.00
NJPRPA DARM	\$	10.00 15.00	Tier 1 Standard RTF \$	600.00
DARM 3.00 NJPRPA	\$	3.00	Tier 2 Standard RTF \$	335.00
DD1 T1 CO	\$.00 150.00	Tier 3 Standard RTF \$	1,072.50
DD1 T1 PU DD1 T1 ST	\$	75.00 375.00	Total \$	2,007.50
All Other Total:	\$\$	1,410.50 2,090.50		

STATE OF NEW JERSEY MIDDLESEX COUNTY CLERK

PLEASE NOTE
DO NOT REMOVE THIS COVERSHEET
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN COUNTY CLERK



201105030324



Cover sheet is part of Middlesex County filing record

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Not part of the original submitted document

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Deed Bargain and Sale (Covenant as to Grantor's Acts)

2011 HAY -3 PH 12: 27

BOOK #______

OF PAGES_____

Sabina Dhillon, Esq.

DEED

THIS DEED is made on April 23, 2011, delivered on April 28, 2011.

BETWEEN REGHUPATHI HARIHARAN and GANGA REGHUPATHI, husband and wife

whose address is 38 Constable Road, Kendall Park, New Jersey 08824-1153, referred to as the Grantor,

AND COMMUNITY OPTIONS ENTERPRISES, INC.

whose address is about to be 38 Constable Road, Kendall Park, New Jersey 08824-1153, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$337,500.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of South Brunswick Block 333 Lot 5 Account No.

[] No property tax identification number is available on the date of this deed. (Check box if applicable).

Property. The property consists of the land and all of the buildings and structures on the land in the Township of Edison, County of Middlesex, and State of New Jersey. The legal description is:

See attached "Schedule A".

BEING more commonly known as 38 Constable Road, Kendall Park, New Jersey 08824-1153.

Being the same property conveyed to Reghupathi Hariharan and Ganga Reghupathi, husband and wife, by Deed from James E. Mc Conville and Jennifer McConville, husband and wife, dated July 15, 2005 and recorded August 9th, 2005 in the Middlesex County Clerk's Office in Deed Book 5530 on Page 595.

record and return:

GENERAL LAND ABSTRACT CO. P.O. Box 327

Plainsboro, NJ 08536-0327

Acct 00880

B06252P0078

SCHEDULE Q

Commitment No.: 3471-1742772-PRC

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of South Brunswick, County of Middlesex, State of New Jersey:

BEGINNING at a point in the Southerly line of Constable Road, 60.00 feet wide, said point being distant 191.67 feet, Easterly, from the Easterly terminus of a 100.00 foot radius arc connecting the Easterly line of Wheeler Road, 60.00 fete wide, with the Southerly line of Constable Road and running; thence

- (1) Along the Southerly line of Constable Road, North 61 degrees 22 minutes East, a distance of 90.00 feet to a point, corner to lot 6; thence
- (2) Along a portion of lot 6, South 28 degrees 38 minutes East, a distance of 150.00 feet to a point, in line with lot 32; thence
- (3) Along a portion of lots 32 and 33, South 61 degrees 22 minutes West, a distance of 90.00 feet to a point, corner to lot 4; thence
- (4) Along a portion of lot 4, North 28 degrees 38 minutes West, a distance of 150.00 feet to the point and place of BEGINNING.

SAID above described tract of land being known as Lot 5, Block 333, as shown on a map entitled "Map of Kendall Park, Sections 6-M and 6-N" filed in the Middlesex County Clerk's Office on October 6, 1959 as Map No. 2332, File No. 947.

The above description is drawn in accordance with a survey made by A-1 Land Surveys Inc., dated March 31, 2011.

NOTE FOR INFORMATION ONLY: Being Lot(s) 5, Block 333 Tax Map of the Township of South Brunswick, County of Middlesex

Promises by the Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as the grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as making a mortgage or allowing judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

China Glillon

REGHUPATHI HARIHARAN

CANCA DECHU

GANGA REGHUPATHI

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

SS.:

I certify that on April 23, 2011

REGHUPATHI HARIHARAN and GANGA REGHUPATHI, husband and wife, personally came before me and this person acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;

signed, sealed and delivered this Deed as his or her voluntary act and deed;
 and

(c) made this Deed for \$337,500.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A.

46:15-5.)

SABINA DHILLON

AN ATTORNEY AT LAW OF NEW JERSEY

SABINA DHILLON ATTORNEY AT LAW FOR THE STATE OF NJ

DEED

REGHUPATHI HARIHARAN and GANGA REGHUPATHI, husband and wife,

Grantor

TO

COMMUNITY OPTIONS ENTERPRISES, INC.

Grantee

Dated: April ,2011

Record and Return to:

Leonard Coates, Esq. 170 South Main Street

Hightstown, NJ 08520